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A G R E E M E N T

Between

CITY OF JERSEY CITY,
HUDSON COUNTY, NEW JERSEY

and

JERSEY CITY SCHOOL TRAFFIC GUARDS ASSOCIATION

JANUARY 1, 1976 through DECEMBER 31, 1977

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PREAMBLE

This AGREEMENT entered into this day of 1974, by and between the CITY OF JERSEY CITY, in the County of Hudson, New Jersey, a Municipal Corporation of the State of New Jersey, hereinafter called the "City", and JERSEY CITY SCHOOL TRAFFIC GUARDS ASSOCIATION, hereinafter called the "Association", represents the complete and final understanding on all the bargainable issues between the City and the Association.

ARTICLE I

RECOGNITION

A. The City hereby recognizes the Association as the exclusive collective negotiations agent for all School Traffic Guards employed by the City.

ARTICLE II

MANAGEMENT RIGHTS

A. The City hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the City Government and its properties and facilities and the activities of its employees;

2. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;

3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent

such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or

~~restrict the City of its powers, rights, authority, duties and responsibilities~~
under R. S. 40 and R. S. 11 or any other national, state, county or local laws or ordinances.

ARTICLE III

HOURS

A. The City shall maintain the current work week of approximately twenty (20) hours per week providing there is no interference with the ability of the City to maintain appropriate coverage at traffic crossings.

ARTICLE IV

HOLIDAYS

A. Employess who have completed one (1) calender year of employment shall receive five (5) paid holidays at their daily rate of pay commencing with their second year of employment.

B. These monies shall be paid in the following manner:

1. Two Holidays to be paid in the pay period prior to Thanksgiving.
2. Two Holidays to be paid in the pay period prior to Easter.
3. One Holiday to be paid in the pay period prior to Memorial Day.

C. The City shall, at its discretion, compensate employees for any days which, although scheduled for, were not in fact worked through no fault of the employees. In the event the number of days herein referred to varies in accordance with the schedules of public and parochial schools, the City shall compensate as above for the number of such cancelled days common to both groups.

ARTICLE V

HOSPITALIZATION & INSURANCE

A. The City shall continue to provide such Blue Cross/Blue Shield and major medical coverage to its employees as is currently in effect.

B. Effective July 1, 1977 the City shall provide up to \$240 per annum per employee to purchase dental insurance or service for the employee and his family. The specific terms of the insurance or service to be provided shall be mutually worked out by the parties prior to the July 1, 1977 effective date. During the 1977 calendar year, it is understood that the City's liability shall not exceed \$120 per employee.

C. The City shall have the right to change carriers so long as substantially similar benefits are provided.

ARTICLE VI

SALARIES

A. School Traffic Guards shall receive compensation in 1976 and 1977 in accordance with the following schedule:

1/1/77

School Traffic Guard	
Less than one (1) year service	\$15.00 day
School Traffic Guard	
One year service	\$16.00 day

ARTICLE VII

SICK LEAVE

A. Service Credit for Sick Leave

1. All permanent employees shall be entitled to sick leave with pay based on their aggregate years of service.

2. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease.

B. Amount of Sick Leave

1. The minimum sick leave with pay shall accrue to any full-time employee on the basis of five (5) working days in every calendar year.

2. Any amount of sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose.

C. Reporting of absence on Sick Leave

1. If an employee is absent for reasons that entitle him to sick leave, his supervisor must be notified at least one-half ($\frac{1}{2}$) hour prior to the employee's usual reporting time.

D. Verification of Sick Leave

1. An employee who shall be absent on sick leave for three (3) or more consecutive working days shall be required to submit acceptable medical evidence substantiating the illness.

2. The appointing authority may require proof of illness of an employee on sick leave, whenever such requirement appears reasonable. Abuse of sick leave shall be cause for disciplinary action.

ARTICLE VIII

BEREAVEMENT LEAVE

A. In the event of a death in the employee's immediate family, he shall be granted time off from the day of death up to and including the day of the funeral, but not to exceed three (3) days.

B. Immediate family for purposes of this section shall include only parents, spouse, children, sister or brother.

ARTICLE IX

VACATIONS

A. Annual vacation shall be granted in accordance with the following schedule:

<u>AMOUNT OF SERVICE</u>	<u>VACATION DAYS</u>
1 to 10 years	10 working days
10 years and over	11 working days

B. Compensation will be made at the end of the school year.

C. Employees with at least three (3) years service may elect to receive compensation for their vacation in two payments (5 plus 5 for 10 days, 5 plus 6 for 11 days), at the midyear and Easter recesses of the shcool system.

ARTICLE X

NO-STRIKE PLEDGE

A. The Association covenants and agrees that during the term of this Agreement neither the Association nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i. e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walkout or other job action against the City. The Association agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this Agreement shall be deemed grounds for termination of employment of such employee or employees.

C. The Association will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the City.

D. Nothing contained in this Agreement shall be construed to limit or restrict the City in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Association or its members.

ARTICLE XI

UNIFORMS

A. The City agrees to supply appropriate uniforms to its employees subject to this Agreement.

B. Upon the fifth anniversary of each employee an inspection will be made at which time all unserviceable equipment will be replaced.

ARTICLE XII

DEDUCTIONS FROM SALARY

A. The City agrees to deduct from the salaries of its employees subject to this Agreement dues for the Association. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967, N.J.S.A. 52:14-15.9(e), as amended. Said monies shall be transmitted monthly to the Association.

B. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish to the City written notice prior to the effective date of such change and such notification shall be signed by the President and Secretary of the Association.

C. The Association agrees that it will indemnify and save harmless the City of Jersey City against any and all actions, claims, demands, losses or expenses in any matter resulting from action taken by the City at the request of the Association under this Article.

ARTICLE XIII

VACANCIES

A. Vacancies other than through transfers shall be made known to the President of the Association. Within three days of said notification the President may present requests for transfer. In the event more than one member requests the same vacancy the senior employee shall be given preference.

B. Vacancies with no requests after three days may be filled through normal personnel procedures.

ARTICLE XIV - GRIEVANCE PROCEDURE

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement and to resolve grievances as soon as possible so as to assure efficiency and promote employees' morale. The parties agree that this procedure will be kept as informal as may be appropriate.

2. No employee within the bargaining unit shall have the right to discuss or resolve any grievance above Step One without the presence therein by the Union, whether such employee is a member or non-member of the Union.

B. Definition

The term "grievance" as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement and may be raised by an individual, the Union or the City subject Article entitled "Grievance Procedure" A-2.

C. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent:

STEP ONE:

(a) An aggrieved employee shall institute action under the provisions hereof within ten (10) days of the occurrence of the grievance and an earnest effort shall be made to settle the difference between the aggrieved employee and the Police Superior in charge of Traffic, for the purpose of resolving the matter informally. Failure to act within said ten (10) days shall be deemed to constitute an abandonment of the grievance. The Union must be notified and made a party of each and every grievance and hearing.

(b) The Police Superior shall render a decision in writing within five (5) days after receipt of the grievance.

STEP TWO:

(a) In the event the grievance is not settled through Step One, the same shall be reduced to writing, signed by the aggrieved, and filed with the Deputy Chief in charge of Uniformed Patrol, or his designee, within five (5) days following the determination by the Police Superior.

(b) The Deputy Chief, or his designee, shall render a decision in writing within five (5) days from receipt of the grievance.

STEP THREE:

(a) In the event the grievance has not been resolved

through Step Two, then within five (5) days following the determination by the Deputy Chief, or his designee, the matter may be submitted to the Department Director.

(b) A written answer to said grievance shall be submitted within ten (10) days from receipt of the grievance by the Department Director. In the event the Director deems it valuable, during the interim ten (10) day period, a meeting may be held between the Director, the Union and the grievant.

STEP FOUR:

(a) If the grievance is not settled through Steps One, Two and Three, either party may refer the matter to the State Board of Mediation within ten (10) days after the determination by the Department Director. An Arbitrator shall be selected pursuant to the rules of the State Board of Mediation.

(b) However, no arbitration hearing shall be scheduled sooner than thirty (30) days after the final decision of the Department Director. In the event the aggrieved elects to pursue his Civil Service remedies, the arbitration hearing shall be cancelled and the matter withdrawn from arbitration.

(c) The Arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall not have the authority to add to, modify, detract from or alter in any way, the provisions of this Agreement or

any amendment or supplement thereto.

(d) The costs for the service of the Arbitrator shall be borne equally between the City and the Union, if the Union is the moving party, otherwise the grievant shall bear one-half the expense. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.

(e) The decision shall be final and binding on both parties subject to legal remedies of the parties.

D. MISCELLANEOUS PROVISIONS

1. The Union President, or his authorized representative may report an impending grievance to the Department Director in an effort to forestall its occurrence.

2. The Union shall be a party to each and every grievance whether or not the grievant was a member of non-member of the Union.

ARTICLE XV

AGENCY SHOP

Should an Agency Shop or similar system become legal, then the City agrees to implement said system to the fullest extent permitted by law.

ARTICLE XVI

SEPARABILITY AND SAVINGS

A. The City and the Association recognize the applicability of Presidential Executive Order 11615 signed by President Nixon on August 15, 1971, establishing a 90-day freeze on prices, rents, wages, and salaries and agree to abide fully by its provisions and other applicable present or future Executive Orders or legislation. Therefore, salary or wage increases or other economic changes will be put into effect to the extent that is legally possible. In the event any or all of the salary increases or adjustments or other economic changes for 1973 or beyond cannot be legally made effective, such increases shall be omitted or proportionately adjusted according to law.

B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XVII

FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XVIII

MISCELLANEOUS

The City recognizes the need for the Union to have a representative available on occasion to assist in resolving disputes arising out of the interpretation of the contract.

Therefore upon request to the Department Director, the President or in her absence the Vice President may be granted time off to resolve grievances at the discretion of the Director should the grievance not be able to be resolved on time-off.

ARTICLE XIX

TERM AND RENEWAL

This Agreement shall be in full force and effect as of January 1, 1976 and shall remain in effect to and including December 31, 1977, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, at least ninety (90) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals at Jersey City, New Jersey, on this _____ day of _____, 1977.

JERSEY CITY SCHOOL TRAFFIC
GUARDS ASSOCIATION

By: *Antoinette R. Kiz Kiel*

By: _____

Attest:

Helen L. Czachorowski

CITY OF JERSEY CITY,
HUDSON COUNTY, NEW JERSEY

By: *[Signature]*

By: _____

Attest:

[Signature]